



Savings | Choice | Service

ENVIRONMENTAL PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS NUMBER: #2018-303

Request for Proposals Issued On: * Refer to OTP *

Proponent's Information and OTP Demonstration Session: * Refer to OTP *

Proponent's Deadline to Submit Questions: * Refer to OTP *

Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: * Refer to
OTP *

Closing Date: * Refer to OTP * local time in Toronto, Ontario, Canada

All times specified in this RFP are local times in Toronto, Ontario, Canada.
Please refer to Section 4.1.1 for the complete RFP timetable.

OECEM shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed with a supplier.

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from prospective Proponents for the provision of Environmental Professional Services (“Services”) on an as-and-when-required basis to support OECM Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OECM.

1.2 Objective of the RFP

The objective of this RFP is to provide OECM Clients the ability to purchase Services to satisfy their needs as described in Part 2 – The Deliverables.

The purpose of this RFP process is to select Suppliers that will:

- Provide high quality, cost effective environmental professional Services which include;
 - Basic Services;
 - Survey and Assessment Work Services;
 - Non Routine Work Services;
 - Abatement Project Management Services; and
 - Water Sampling Services (optional Services).
- Be capable of providing quality Services in a timely manner, demonstrating value for money;
- Provide Clients with professional and responsive customer support and account management;
- Work in a cooperative manner with Clients, are flexible, and innovative in providing quality Services; and,
- Reduce the costs of competitive procurement processes associated with the Services on an ongoing basis (i.e. fewer competitive procurement documents issued by Clients).

1.3 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- Be fully cognizant of and have the demonstrated environmental professional Services knowledge in order to provide appropriate advice to Clients related to:
 - Basic Services;
 - Survey and Assessment Work Services;
 - Non Routine Work Services;
 - Abatement Project Management Services; and
 - Water Sampling Services (optional Services).
- Provide knowledgeable and professional personnel ensuring Clients’ needs are met.
- Have a demonstrated knowledge of new Construction Act.

1.4 Type of Agreement for Deliverables

It is OECM’s goal to meet Clients’ business needs by offering flexibility as represented through our marketplace of products and services. Through OECM’s constant dedication to the pillars of savings, choice, and service OECM may, through this RFP process, enter into Master Agreements (“Agreements”) with one (1) or more Suppliers for the provision of the Services.

The Term of the Agreement is intended to **expire on January 16, 2022**, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional years. Agreement management performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Proponent's Proposal) will be considered when contemplating an Agreement extension.

Clients participating in the Agreements will execute a Client Supplier Agreement ("CSA") with a Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

The Agreement must be fully executed before the provision of any Deliverables commences.

1.5 No Contract A and No Claims

This RFP process is non-binding, and it does **not** intend to create, shall not create a formal legally-binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to this RFP.

1.6 No Contract until Execution of Written Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals.

No legal relationship or obligation regarding the procurement of any Services shall be created between the Proponent and OECM by this RFP process until the successful completion of negotiation and execution of a written Agreement for the provision of the Services has occurred.

1.7 Non-Binding Rates Estimates

While the Proposal Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of the Proponents, as further described in Part 3 – Evaluation of Proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

1.8 No Guarantee of Volume of Work or Exclusivity of Agreement

The volume information contained in this RFP constitutes an estimate and is supplied solely as a guideline to the Proponent. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Volumes are an estimate only and may not be relied on by the Proponent.

OECM makes no guarantee of the value or volume of work to be assigned to the Supplier.

The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. Clients may contract with others for the same or similar Deliverables to those described in this RFP.

1.9 OECM's Clients Project Advisory Committee

The following OECM Clients were involved with the development of the requirements set out in this RFP:

Project Advisory Committee	Client's Website
York Catholic District School Board	http://www.ycdsb.ca
Conseil scolaire catholique MonAvenir	https://www.cscmonavenir.ca
York University	www.yorku.ca

1.10 Overview of OECM

OECM is a not-for-profit collaborative sourcing and supplier partnership management organization. OECM's goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced Services through the OECM marketplace supplier partner agreements.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for Services commonly used throughout its' Client community;
- Supports Clients' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario Broader Public Sector ("BPS") Procurement Directive in all phases of the sourcing and agreement lifecycle.

For more information about OECM, please visit <http://www.oecm.ca/>.

1.11 OECM Geographical Zones

OECM Clients are located in five (5) geographical Zones (as set out below and detailed in Appendix H – OECM Geographical Zones) throughout the Province of Ontario.

- Central Zone;
- East Zone;
- North East Zone;
- North West Zone; and,
- West Zone.

1.12 Ontario Broader Public Sector Procurement Directive

OECM follows the BPS Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;

- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that all BPS entities in Ontario are consistently managing their procurement processes.

The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:

- i. Personal Integrity and Professionalism.
- ii. Accountability and Transparency.
- iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document: <https://www.doingbusiness.mqs.gov.on.ca/mbs/psb/psb.nsf/English/BPSSC-Sec>.

1.13 Client Participation in OECM Marketplace Agreements

OECM currently has six hundred and eight (608) Clients using one (1) or more OECM agreements:

- One hundred and sixteen (116) School Boards, Colleges and Universities; and,
- Four hundred and ninety-one (491) other organizations.

Participation in OECM agreements has been steadily growing as illustrated in the table below, clearly demonstrating that the education sector and other public organizations are achieving value and savings by using OECM agreements.

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
2017 over 2016	26%

The above information is as of August 2018. For more information about OECM, please visit: <http://www.oecm.ca/>

1.14 Client's Usage of Agreements

The establishment and use of the Agreement consists of a two (2) part process.

Part One, which is managed by OECM, is the creation of the Agreement through the issuance of this RFP, the evaluation of Proposals submitted in response to it and the negotiation and execution of the Agreement.

Part Two (the second stage selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Services a Client may select a Supplier, or seek Rates (e.g. by issuing a non-binding second stage Request for Services ("RFS") from the Supplier for their specific Service requirements. If selected by the Client, the Supplier shall provide Services in accordance with the specifications stated in the Agreement and in the Client's CSA.

When a RFS is issued, which does **not** constitute a contract A, contract B situation, it will identify the required Services or it may request the Supplier to propose appropriate Services to fulfill the Client's requirements and any other applicable information. The Client may negotiate Services with the Supplier to meet their unique requirements. At minimum, the Supplier's response should set out the following:

- Proposed Services;

- Timelines for Services; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain specific Service pricing. However, a CSA must be signed before the provision of any Services commences.

1.15 Client Supplier Agreements

OECM and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer support;
- Gathering and maintaining Client and market intelligence, including contact information; and,
- Identifying improvement opportunities (e.g. new Services)

OECM will promote the use of the Agreement with Clients by:

- Using online communication tools to inform and educate;
- Holding information sessions and webinars, as required;
- Attending, where appropriate, Client events;
- Facilitating CSA execution, where appropriate;
- Facilitating Request for Services requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.

1.16 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- One (1) of the members of the Consortium shall identify itself as the Proponent on behalf of the consortium in Appendix B – Form of Offer within OTP. The Proponent must also list all consortium members and state what each member will supply in Appendix F – Consortium Information Form within OTP; and,
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

1.17 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.18 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

“Applicable Law” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

“Best and Final Offer” or **“BAFO”** means a process during the negotiation in which the Preferred Proponent may be invited by OECM to submit a best and final offer on a process or section of the RFP to improve on their original Proposal submission. BAFO cannot be requested by a Proponent;

“Broader Public Sector” or **“BPS”** means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more information;

“Business Day” or **“Day”** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m. local time in Toronto, Ontario, Canada except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

“Client” is typically an organization such as school boards or authorities, colleges, universities, shared service organizations, not-for-profit organizations, municipalities and local boards, hospitals, other health care agencies, provincially funded organizations (“PFO”), crown corporations, and any other broader public sector agencies, boards or commissions or similar entities not specifically mentioned here;

“Client-Supplier Agreement” or **“CSA”** means a schedule attached to the Agreement, which is executed between Clients and a Supplier for the provision of the Deliverables in the RFP;

“Closing Date” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“Commercial Response” means the Rates submitted by the Proponent within Appendix C and uploads to OTP as part of the commercial envelope;

“Confidential Information” means confidential information of OECM and/or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process;

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

“Consortium” means when more than one (1) business entities (i.e. consortium members) agree to work together and submit one (1) Proposal to satisfy the requirements of the RFP. One (1) of the consortium members shall identify itself as the Proponent and assume full responsibility and liability for the work and actions of all consortium members;

“Cost Recovery Fee” or **“CRF”** means a fee, which contributes to the recovery of OECEM’s operating costs as a not-for-profit/non share corporation, which is based on the before tax amount invoiced by the Supplier to Clients for Deliverables acquired through OECEM’s competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECEM on a quarterly basis;

“Deliverables” means Services to be delivered as specified in this RFP;

“Eligible Proposal” means a Proposal that meets or exceeds the prescribed requirement, proceeding to the next stage of evaluation;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and all regulations adopted thereunder, in each case, as amended or replaced from time to time;

“Master Agreement” or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECEM based on the template attached as Appendix A – Form of Agreement, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between OECEM and the Supplier;

“OECEM” means the Ontario Education Collaborative Marketplace;

“OECEM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 4.1.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

“Ontario Tenders Portal” or **“OTP”** means the electronic tendering platform <https://ontariotenders.bravosolution.com/esop/nac-host/public/home.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

“Personal Information” or **“PI”** is defined in Appendix A the Form of Agreement;

“PFO” means a provincially funded organization;

“Preferred Proponent” means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFP;

“Proponent” means an entity that submits a Proposal in response to this RFP and, as the context suggest, refers to a potential Proponent;

“Proposal” means all of the documentation and information submitted by a Proponent in response to the RFP;

“Rates” means the prices for the Deliverables as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Services” means a request for pricing issued to the Supplier for specific Services, by a Client or by OECEM on behalf of a Client;

“Services” means all the Deliverables to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Request for Proposals” or **“RFP”** means this Request for Proposals RFP #2018-303 issued by OECEM, including all appendices and addenda thereto;

“Subcontractor” includes the Supplier’s subcontractors or third party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the Client;

“Supplier” means a Preferred Proponent who has fully executed an Agreement with OECEM and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

“Technical Response” means the technical information the Proponent submits within OTP as part of the technical envelope;

“Term” has the meaning set out in Section 1.4 of this RFP;

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OECM and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness; and,

“Zone” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix H.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide environmental professional Services for OECM Clients on an as-and-when required basis including, but not limited to:

- Survey and assessment work relating to building environment and/or designated substances, including annual inspection of asbestos, designated substance surveys and ad hoc testing for mold and other pathogens;
- Provide design, contractor supervision, air monitoring (when required) and administration of abatement projects and/or studies required by the Clients for asbestos and other designated substances;
- Drinking water sampling for lead as per Ontario Regulation *O.Reg. 243/07 Safe Drinking Water Act*;
- Reporting of all testing results for each site and for each type of work and/or survey; and
- Other environmental professional Services, as required by the Client.

The Supplier shall provide comprehensive management, oversight and control of all aspects of the Services throughout all phases of its life cycle to achieve described Service objectives defined in terms of time, quality, sustainability and cost.

Through the application of appropriate management techniques, the Supplier will lead and manage the efforts of the project team to achieve the objective of the Services and meet the Clients requirements. Supplier's personnel shall at all times be directly responsible for the management of the Services.

Any third party contracts resulting from the Services described below will be sole responsibility of the Clients.

2.2 Supplier Expertise and Capabilities

The Supplier should deliver the Services to meet the requirements set out in this RFP during the Term of the Agreement and should possess, at a minimum, the experience, expertise and capabilities set out below:

- Demonstrated knowledge and experience in environmental professional services;
- Demonstrated expertise on the requirements of Ontario Regulations *O.Reg 278/05 Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* and *O.Reg 490/09 Designated Substances*;
- Possess credentials and training certificates as required (e.g. P. Eng. and Certified Environmental Technologist);
- Ability to prepare reports and deliver presentations;
- Demonstrated experience working collaboratively on similar projects;
- Proven ability to provide experienced and knowledgeable support personnel;
- Demonstrated experience providing professional and timely customer support in a safe manner/environment;
- Demonstrate ability to provide adequate insurance;
- Demonstrated ability to project savings to be realized due to multi-project and multi-Client participation; and,
- Commitment to continuous improvement.

2.3 Types of Environmental Professional Services

Services will vary from Client to Client depending on type and scope of work and may include, but are not limited to:

- Basic Services;
- Survey and Assessment Work Services;
- Non-routine Work Services;
- Abatement Project design, contractor supervision, air monitoring (when required) and administration Services; and,
- Water Sampling for Lead (optional Service).

2.3.1 Basic Services

The Supplier shall as determined by the Clients provide basic Services which may include, but are not limited to:

- Manage Services on behalf of the Clients;
- Perform asbestos surveys and reassessments;
- Perform designated substance surveys for identified projects;
- Facilitate competitive bid process if necessary and provide award recommendation;
- Oversee abatement projects for the Clients;
- Maintain project schedules;
- Manage Quality Control process, including site visits, field tests;
- Ensure all required regulatory and contractual tests are completed and documentation is provided to the Clients;
- Provide progress reports as required;
- Recommend final project acceptance;
- Sign off on completed inspections;
- Close any applicable building permits with the municipality and provide acceptable documentation from the municipality confirming permit is closed;
- Make presentations as required; and
- Attend other meetings (include meeting with parents) as per Client's request.

2.3.2 Survey and Assessment Work Services

The Supplier shall provide survey and assessment work Services related to building environment, if required by the Client including, but not limited to:

- Asbestos Surveys;
- Asbestos Reports;
- Annual Asbestos Reassessments/Updates; and,
- Annual Asbestos Surveys.

2.3.2.1 Asbestos Surveys

The Supplier shall provide a survey of all buildings for the presence of asbestos as required by the Clients. The survey shall comply with Ontario Regulation 278/05 and 490/09 and be carried out in accordance with the Ontario Health and Safety Act.

2.3.2.2 Asbestos Reports

The Supplier shall provide the information from the survey in a standard reporting format acceptable to the Clients which may include updating existing Client's database. Upon the termination of the agreement the data inputted by the Supplier remains the property of the Client.

2.3.2.3 Annual Asbestos Reassessments

The Supplier shall provide annual reassessments of the buildings surveyed, which were identified to contain asbestos and updates to the records and existing reports.

2.3.2.4 Annual Asbestos Survey

The Supplier shall:

- Prepare and/or update the record of locations of all friable and non-friable asbestos containing material (ACM) by re-inspecting, in a room-by-room manner, all accessible areas in the facility and taking bulk samples for analysis as required.
- Determine the physical condition of all friable and non-friable ACM in the facility, which includes a hazard assessment of all ACM; and,
- Recommend corrective measures to ensure friable and non-friable ACM and applications are maintained in a condition that will prevent asbestos fibre release

Asbestos bulk samples are to be submitted for analysis to a laboratory that complies with the aforementioned regulations.

2.3.3 Non-Routine Services

The Supplier shall, if required by the Clients, provide support to the Client's for non-routine Services which may include, but will not be limited to:

- Preparation of designated substance survey report for all designated substances that may be impacted by projects;
- Air Sampling, as determined by the Client. Results to be shared with Client within 24 hours of samples analysis;
- Emergency work, as determined by the Client; and
- Other work that may involve Services related to non-routine inspections. These may include;
 - On-going services related to non-routine inspections;
 - Assessment outside of annual assessment process;
 - Co-ordination of sampling outside of any assessment requested or annual assessment process;
 - Abatement supervision outside of a project;
 - Attendance at public meetings; and
 - Other specified Hazardous Materials Survey which may include but are not limited to:
 - Polychlorinated Biphenyls (PCB's) for equipment/materials in service and in storage;

- Lead, principally in painted surfaces or other materials that may be used or stored at the sites;
- Mold, micro-biological growth of fungi;
- Mercury liquid;
- Mercury Vapour;
- Radon Testing;
- Radioactive Sources; and
- Silica Testing.

2.3.4 Abatement Project Management Services

The Supplier shall, if required by the Clients, provide support for the Client's abatement projects by providing the following Services which may include, but will not be limited to:

- Design Phase
- Contractor Selection Phase;
- Construction Management including contractor supervision, air monitoring and contract administration;
- Certification of Payment; and,
- Close out Phase.

2.3.4.1 Design Phase

The Supplier shall, if required by the Clients, provide support for the Client's design phase which may include, but will not be limited to:

- Co-ordinate services of all project consultants;
- Review and integrate all design studies and work;
- Investigate the site and work with the Client to develop draft designs (drawings and specifications) and budget for the project based on program requirements of the Client, the characteristics of the site and the latest industry standards, regulations and best practices, where applicable;
- Work to align the design of the project with the construction budget and Client's design standards
- Ensure the project is in conformance with applicable statutes, regulations, codes and by-laws;
- Prepare and submit to the Client a construction cost estimate based on current area or volume unit costs;
- Act as the Client's agent and obtain approval of authorities having jurisdiction, as required;
- Provide the specifications and drawings electronically as well as in printed format;
- Include in the construction documents, and obtain the Client's approval of alternate and itemized price items that may be deleted or substituted at the time the construction contract is awarded; and
- Review and obtain Client approval before proceeding to next phase.

2.3.4.2 Contractor Selection Phase

The Supplier shall, if required by the Clients, in conjunction with the Client's approval of the construction documents and the latest statement of estimated Construction cost, provide support to the Client's contractor selection phase which may include, but will not be limited to:

- Co-ordinate Services of consultants as applicable;

- Assist and advise Clients in obtaining bids;
- Prepare and co-ordinate addenda if required; and
- Review and evaluate bids and make written recommendation on the award of contract.

2.3.4.3 Construction Phase including Contract Administration

The Supplier shall, if required by the Clients, provide support to the Client's construction phase including contract administration which may include, but will not be limited to:

- Co-ordinate Services and work of all project consultants as required by the Client;
- Represent, advise and consult with the Client;
- Have access to the project at all times;
- Have the authority to act on the Client's behalf to the extent provided in the contract and the contract documents;
- Re-issue construction documents as a complete and coordinated set of 'drawings for construction';
- Forward all instructions from the Client to the contractor;
- Carry out and co-ordinate the general review/field reviews of the Work and submit to the Client a written report of this work complete with photographs. The frequency of these reviews to be agreed at the initial project kick off site meeting. Keep the Client informed of the progress and quality of the Work, and report to the Client defects and deficiencies in the Work observed during the course of the site reviews.
- Typically inspections and reports may include:
 - Commencement of work area preparation
 - Commencement of abatement
 - Commencement of lock down agent application
 - Air monitoring as required
 - Final inspection and clearance air testing including reports
 - Dismantling of enclosure
 - Final abatement report and update of site survey
- Organize, schedule, chair and minute regular status update meetings.
- Have the authority to reject work which does not conform to the contract documents, and whenever, in the Supplier's opinion, it is necessary or advisable for the implementation of the intent of the contract documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed;
- Review and take other appropriate action upon the contractor's submittals as shop drawings, product data and samples, for conformance with the general design concept of the Work as provided in the contract documents;
- Organize, schedule and chair regular status update meetings;
- Interpret the requirements of the contract documents;
- Prepare proposed changes and change orders;
- Submit to the Client representative a summary report, in a format acceptable to the Client, of proposed changes and change orders; and
- Prepare comprehensive deficiency report if required by the Client.

2.3.4.4 Certification of Payment

The Supplier shall, if required by the Client, provide support to the Client's timely issuance of a certificate of payment which may include, but will not be limited to:

- Verify the validity of the release of the hold-back monies; and
- Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
- Review and evaluation of the work as it progresses;
- The results of any subsequent tests required by or performed under the contract documents;
- Specific qualifications stated in the certificate of payment;
- Minor deviations from the contract documents being corrected prior to completion; and
- Determination and certification of the date of substantial performance of the Work.

2.3.4.5 Close out Phase

The Supplier shall, if required by the Clients, provide support to the Client's Close out Phase which may include, but will not be limited to:

- Provide Clients with a final abatement report and updated site survey;
- Ensure completion of the project in accordance with construction documents;
- Address and correct any outstanding items from the deficiency list;
- Assist with warranty issues;
- Assist with outstanding issues and documentation requirements; and
- Assist with closing out the project.

2.3.5 Optional Services - Water Sampling for Lead

The Supplier shall, if required by the Clients, provide support to the Client's water sampling Services. All services must comply with the Ontario Regulation O.Reg. 243/07 Safe Drinking Water Act. Services may include, but will not be limited to:

- Collecting potable water samples from Client's designated drinking water sources as per the regulation;
- Submitting water samples for analysis to a compliant laboratory as per regulation O.Reg. 243/07. Laboratories must be an independent third party accredited laboratory which has been approved by the Ministry of Environment and Climate Change (MOECC) for this type of analysis and the name of the accredited laboratory shall be provided to the Client prior commencement of Services;
- Provide a report including laboratories results to the Client's in a timely manner;
- Provide additional sampling for locations that fail the first sampling results; and
- Provide a summary report, including copies of all laboratory reports and other agreed upon documents in a format acceptable to the Client.

2.4 Additional Services

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, additional Services may be added to the Agreement to align with Client needs. Agreements will be amended accordingly. Please refer to Section 2.16 for additional information.

2.5 Client's Responsibilities

The Client will provide required information to the Supplier to fulfill the required Services which may include, but not be limited to:

- Identify scope of work;
- Timing of Service provision;
- Service goals;
- Site visit requirements;
- Relevant documentation;
- Access to facility personnel, as required;
- Approval of proposed Budget;
- Approval of timelines and schedules; and,
- Third party contracts for the above mentioned Services.

The Client and the Supplier must enter into a form of agreement that, at a minimum, covers all the legal requirements of the Construction Act.

2.6 Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive assigned to the Client to support their needs by providing day-to-day and ongoing administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities, emergency etc.) within agreed upon time line.
- A dedicated project manager for Service delivery;
- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat or fax) during Client's Business hours (i.e., Eastern Standard Time);
- Knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Perform customer satisfaction surveys coordinated with OECM;
- Attend meetings with Clients, as requested; and,
- Provide reports, upon request.

2.7 Client Reporting

The Supplier shall be responsible for providing various Service related reports to Clients including, but not limited to:

- Written reports on the rationale for actions recommended;
- Assisting the Clients in preparing internal reports;
- Provide status/progress reports to the Clients as requested;
- Deliver presentations to the Clients and/or their representatives;
- Report on priority for repairs, abatement and/or demolition
- Budget reports; and,

- Risk management reports.

The Supplier shall be responsible for any other ad hoc reports requested by Clients.

2.8 Invoicing

The Supplier shall submit the invoice quarterly or based on the Client requirements defined in the CSA to the Client after Services have been provided to the Client. Flexibility in invoicing processes is required. The invoices, in either paper or electronic format, as detailed in the Client's CSA shall be itemized and contain, at minimum, the following information:

- Client name and address;
- Invoice date and number;
- Description of the Services;
- Payment schedule including progress payment at milestones (e.g. percentage of payment to be determined by the Client and Supplier); and,
- Extended total.

2.9 Payment Terms and Methods

Flexibility in payment processes is required. The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/15 days early payment discounts for Clients).

Note – Clients' payment terms will **not** be in effect until the Supplier provides an **accurate** invoice.

The Supplier shall accept payment from Clients by cheque, P-Card or Electronic Funds Transfer ("EFT") at no extra cost to the Client.

2.9.1 Electronic Funds Transfer

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

2.10 Agreement Management Support to OECM

OECM will oversee the Agreement, and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Attending business review meetings with OECM to review such information as:
 - CSAs and upcoming opportunities; and,
 - Review and monitor performance management compliance.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);

- Timely submission of reports showing invoiced Services, the applicable CRF, and other ad hoc reports as required.

2.10.1 Supplier's Performance Management Scorecard

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM to ensure:

- Timely delivery of high quality Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained (i.e. survey);
- On-time agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance;
- Identifying improvement opportunities; and,
- Continuous improvement.

During the Term, the Supplier shall collect and report the agreed upon SLA as requested by OECM (but not exceeding quarterly reporting). The Supplier Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Agreement, ensuring Clients receive quality Services. The Supplier's performance score will be considered when OECM contemplates Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Services to the Agreement;
- Agreement extensions; and,
- Agreement termination.

Detailed SLAs will be established and agreed upon at the Agreement finalization between OECM and the Preferred Proponent.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements. Refer to Appendix I – Supplier Performance Management Scorecard for more details.

A Client may, when executing a CSA, seek other KPIs and SLAs.

2.10.2 Reporting to OECM

The Supplier shall be responsible for providing reports to OECM as further described below, including but not limited to:

- Sales reports;
- CSA status;
- KPI report; and,
- Other ad hoc reports requested by OECM.

Report details and reporting frequency will be discussed and established at the Agreement finalization stage between OECM and the Preferred Proponent. Other reports may be added, throughout the Term of the Agreement, if mutually agreed upon between OECM and the Supplier.

2.10.3 Sales Reports

The Supplier shall be responsible for providing quarterly sales reports to OECM. The reports shall include, but not be limited to:

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Client's address where Service occurred;
- Details and description of Service performed;
- Rates and Total cost (subtotal excluding taxes); and,
- Cost Recovery Fees.

2.11 Documentation

The Supplier shall maintain all necessary records related to the provision of the Services for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

2.12 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OECM and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Services availability critical to Clients.

2.13 Licences, Right to Use and Approvals

Suppliers shall obtain all permits, licenses, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licenses, and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite permit, license, or approval.

2.14 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its services to persons with disabilities.

The AODA may be found at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

2.15 Services Rates

The proposed Service Rates, per Zone, shall be firm for the first two (2) years of the Agreement. The Supplier may, however, lower its Rates for specific Client Services when the Client and Supplier mutually agree without affecting the Rates in the Agreement.

2.15.1 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a Rate refresh, on the anniversary of the Agreement (e.g. in September 2020) and every anniversary thereafter. A Supplier wishing to add Rates for other Zones may do so by offering Rates comparable to the current Agreement Zone Rates, if agreed to by OECM.

The Supplier shall provide a written notice to OECM at least one hundred and twenty (120) days prior to the anniversary of the Agreement, if requesting a pricing refresh.

As part of any review OECM will consider pricing adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, Fair Wage Policy, or ordinances. Any Rate refresh request from a Supplier must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Client impact analysis) to support any Rate adjustment. OECM may use a third party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice.

If, however, a proposed Rate increase is not accepted by OECM, the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the lower agreed upon Rates.

If a Rate refresh request is not requested, the Rates from the previous period shall remain in effect until the next Rate refresh opportunity.

Decreases to the maximum Rates shall be accepted at any time during the Term of the Agreement.

Agreements will be amended accordingly.

2.16 Optional Process to Add Other Services

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, other Services may be added to the Agreement to align with Client needs.

Additional Services requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Services description and rationale for the addition).

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating adding Services to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Services refresh request. All other Services shall remain unchanged.

The Supplier may request the addition of Services annually. The Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to first anniversary of the Agreement if requesting a Services refresh.

Rates, for newly added Services, will be negotiated at the time ensuring alignment with similar Services currently available on the Agreement.

Agreements will be amended accordingly, if necessary.

2.17 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.

2.18 OECM Cost Recovery Fee

As a not-for-profit/non-share corporation, OECM recovers its operating costs from its agreements through a Cost Recovery Fee ("CRF"). CRFs from the resulting Agreement from this RFP and other OECM agreements are structured to support OECM's financial model, while providing savings to Clients.

The Supplier shall pay to OECM a CRF of two point ninety five percent (2.95 %) on all Services invoiced by the Supplier to the Clients through the Term of the Agreement. The CRF shall be paid to OECM on a quarterly basis based on calendar year. HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by April 12, 2019, and shall include any Client purchases made between the Agreement execution date and March 31, 2019; and,

- The CRF shall be paid quarterly thereafter.

HST is applicable to the CRF payments made to OEEM.

The CRF will be reviewed (e.g. annually) and may, at OEEM's sole discretion, be adjusted downwards.

OEEM may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, the maximum CRF noted above shall not increase.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following **seven (7)** stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	18000	9000
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	12000	Not Applicable
Stage V	Cumulative Score	30000	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

3.2 Stage I – Review of Qualification Responses (Pass/Fail)

Stage I will consist of a review to determine which Proposals comply with all of the qualification requirements.

The Proponent must ensure that all qualification requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

Any Proposal that is not considered by OECM, to meet all qualification requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

A Proposal must include the following **four (4)** qualification submission forms:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	<u>Complete within</u> OTP
Appendix C	Commercial Response	<u>Upload to</u> OTP
Appendix F	Consortium Information Form, if applicable	<u>Complete within</u> OTP, if applicable
Appendix G	Compliance with Agreement	<u>Upload to</u> OTP

Other than inserting the information requested on the qualification submission forms set out above, the Proponent may not make any changes to any of the forms. Any Proposal containing any such changes whether on the face of the form or elsewhere in the Proposal may be disqualified.

The Proponent will not be able to submit a Proposal after the Closing Date.

If the Proponent fails to insert any information required on the Form of Offer, and/or the Consortium Information Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the Form of Offer, and/or the Consortium Information Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer – Appendix B (Qualification Response Form)

The Proponent's Proposal must include a fully completed Appendix B – Form of Offer within OTP.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting its Proposal, warrants that to its best knowledge and belief, no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where OECM discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, OECM may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this RFP process.

(b) Insurance

By completing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by OECM.

(c) General

OECM, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that OECM determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

3.2.2 Commercial Response – Appendix C (Qualification Submission Form)

The Appendix C – Commercial Response, posted as a separate Microsoft Excel file, must be completed and uploaded into the Commercial Envelope in OTP in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

The Proponent shall propose maximum Rates for Services applicable to all Clients;

Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;

All Rates shall be quoted exclusive of the HST, or other similar taxes; and,

In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated in its Commercial Response.

3.2.3 Consortium Information Form – Appendix F (Qualification Submission Form, if Applicable)

Each Proposal must include, a fully completed Appendix F – Consortium Information Form within OTP, if applicable to the Proponent.

3.2.4 Compliance with Agreement – Appendix G (Qualification Submission Form)

The Appendix G – Compliance with Agreement must be completed, and uploaded into the Commercial Envelope in OTP.

3.3 Stage II – Appendix E – Technical Response

The Appendix E – Technical Response includes a series of questions the Proponent is required to respond to. The responses will be assessed to determine the Proponent's ability to fulfill the RFP Deliverables.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses. Only information contained within Appendix E – Technical Response will be evaluated in Stage II.

A Proposal that meets or exceeds the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum thresholds will **not** be evaluated further.

It is important that the Proposal clearly provides all the necessary information so that a thorough assessment of the Proponent’s experience, qualifications, and capabilities can be made.

In the case that contradictory information or information that contains conditional statements is provided, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular Technical Response.

A Proposal that does not respond to a particular question, or is left blank or contains a response of N/A or not applicable will receive a zero (0) score.

Each Technical Response should:

- Be complete (bullet point format is acceptable);
- Be concise and factual;
- Text questions should be limited to 2000 characters for each question;
- Limit the number of attachment pages following the instruction on OTP; and,
- Demonstrate the Proponent’s understanding of the RFP Deliverables by providing responses validating its capabilities.

The following is an overview of the point allocation and minimum threshold requirements for the applicable Technical Response components for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent’s Skills, Experience and Qualifications	5000	2000
2. Experience, Expertise and Knowledge of proposed team	9000	4000
3. Proponent’s Proposed Methodology	3000	1500
4. Proponent’s Membership in Professional Associations	1000	n/a
TOTAL POINTS:	18000	9000

Detailed point allocations are set out in Appendix E – Technical Response.

N/A indicates not applicable.

Stage II resulting scores, per Proposal, will be applicable to all proposed Zones and used when determining the cumulative score as described below in Section 3.6.

3.4 Stage III – Optional Presentation

Proponents with the highest scoring Proposals or all Proponents may be invited to a presentation.

It is anticipated that the presentation, if required, will occur at OECM or at a Client’s location in the Greater Toronto Area. The Proponent should ensure its key resources are available to attend the presentation.

OECM will send a notice and further detail to the Proponent being invited at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

Proponents may be required to answer questions during the presentation. There may be a time restriction to the question and answer period.

The presentation session is not an occasion for the Proponent to amend its Proposal.

3.4.1 Content

The Proponent may be asked to address its capabilities as they relate to the Deliverables in this RFP, such as:

- Exhibiting the capabilities of its resources;
- Demonstrating its ability to satisfy OECEM's agreement administration and support as set out in Section 2.9 – Agreement Management Support to OECEM
- Implementation plan; and,
- Exhibit how its Services offering bring value and savings to OECEM Clients.

3.4.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the presentation.

3.5 Stage IV – Commercial Response

At the completion of Stage III of the evaluation, Appendix C - Commercial Response will be opened for all Eligible Proposals.

The following table provides an overview of the point allocations for the applicable Commercial Response components:

Commercial Response Components	Available Points
1. Survey and Assessment Work Services	3500
2. Non Routine Services	500
3. Abatement Project Management Services	1000
4. Asbestos Laboratory Services	6000
5. Hourly Labour Rate	1000
TOTAL POINTS:	12000

Refer to Appendix C – Commercial Response for sub-point allocations.

Each Rate will be evaluated based on the relationship of the Proponent's proposed Rate in comparison to other Proponent's proposed Rates on Appendix C - Commercial Response using a relative formula.

The below is an example of how points will be calculated for proposed Rates:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR [Insert example component]		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for XX, it would receive 100% of the points allocated.	$\$100 \div \$100 \times XX \text{ Points}$	XX
If Proponent 2 proposes the second lowest Rate of \$200.00 for XX, it would receive 50% of the points allocated.	$\$100 \div \$200 \times XX \text{ Points}$	XX
If Proponent 3 proposes the third lowest Rate of \$400.00 for XX, it would receive 25% of the points allocated.	$\$100 \div \$400 \times XX \text{ Points}$	XX

Where:

- \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Services **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular Resource.
 - The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Rate for a particular Service, that Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.
 - In a hypothetical situation where five (5) Proposals were received and two (2) Proponents proposed \$0.00 Rate for a particular Resource, these Proponents will receive the maximum sub-point allocation, and the remaining three (3) Proponents will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- N/A or not applicable or is left blank in any cell for the Service, it is deemed to mean that the particular Resource will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

Proponents are cautioned not to assume that the Proposal with the lowest Rate will result in an Agreement award, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

3.6 Stage V – Cumulative Score

At this stage, the scores from Stages II and IV will be totaled for each Proposal and subject to the express and implied rights of OECM; the Proponents with the highest scoring Proposals or all Proponents may become the Preferred Proponents and be invited to negotiations, as further described below.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OECM may adjust Technical Response scores related to the information obtained during the reference check.

3.7 Stage VI - Tie Break Process

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score on completion of the Stage V, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage IV – Commercial Response.

3.8 Stage VII – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Preferred Proponent's Proposal, understanding OECM is seeking the best overall solution and value for money for Clients.

The negotiations may include:

- Services (e.g. performance, SLAs, penalties, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates; and,
- Best and Final Offer.

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved Rates.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate discussions and negotiations with that particular Preferred Proponent, or (c) extend the negotiation timeline.

Once a Preferred Proponent and OECM reach an agreement, that Preferred Proponent will be invited to execute an Agreement.

3.9 Agreement Finalization

Upon, successful completion of the negotiation process the Preferred Proponent will be afforded five (5) Business Days to execute the Agreement. Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

OECM shall at all times be entitled to exercise its rights under Section 4.6.

3.9.1 Notification to Other Proponents

Once the Agreement is executed between OECM and the Preferred Proponent, the other Proponents shall be notified directly in writing and by public posting in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the Agreement.

3.10 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.14. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and request that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, the Supplier should provide OECM the information as requested including, but not limited to:

- Supplier profile and logo;
- Supplier contact information; and,
- Access to training materials (e.g. webinars).

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date/Time
OECM's Issue Date of RFP:	* Refer to OTP *
Proponent's Information and OTP Demonstration Session:	
Proponent's Deadline to Submit Questions:	
OECM's Deadline for Issuing Answers:	
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	
OECM's Deadline for Issuing Final Addenda:	
Closing Date:	
Agreement Start Date:	

Note – all times specified in this RFP timetable are local times in Toronto, Ontario, Canada.

OECM may amend any timeline, including the Closing Date, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Closing Date, the Proponent may thereafter be subject to the extended timeline.

4.1.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

Prior to the Proponent's Information and OTP Demonstration Session, OECM will send a **Message** via OTP with the teleconference and webinar information to the Proponents who expressed interest on OTP.

The Proponent's Information and OTP Demonstration Session may provide an opportunity for the Proponent to enhance its understanding of this RFP and to learn how to use OTP to submit its Proposal.

Any changes to the Proponent's Information and OTP Demonstration Session meeting date will be issued in an addendum on OTP.

Information provided during this session will be posted on OTP.

In the event of a conflict or inconsistency between the Proponent's Information and OTP Demonstration Session and the RFP, the RFP shall prevail.

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in section 4.3.1.

4.1.3 Proponent to Follow Instructions

The Proponent should structure its Proposal in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in the Proposal should reference the applicable section numbers of this RFP where that request was made.

4.1.4 Proposal in English

All Proposal submissions are to be in English only. Any Proposal received by OEEM that is not entirely in the English language may be disqualified.

4.1.5 OEEM's Information in RFP Only an Estimate

OEEM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.6 Proponent's Costs

The Proponent will bear all costs and expenses incurred relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

The preparation, presentation and submission of its Proposal;

The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and/or interview;

The conduct of any due diligence on its part, including any information gathering activity;

The preparation of the Proponent's own questions; and,

Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.2 Communication after RFP Issuance

4.2.1 Communication with OEEM

All communications regarding any aspect of this RFP must be sent to OEEM as a **Message** in OTP.

If the Proponent fails to comply with the requirement to direct all communications to OEEM through OTP, it may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

Any employee or agent of OEEM;

Any member of OEEM's governing body (such as Board of Directors, or advisors);

Any employee, consultant or agent of OEEM's Clients, including Advisory Group members; and,

Any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponent to Review RFP

The Proponent shall promptly examine this RFP and all Appendices, including the Form of Agreement and:

- Shall report any errors, omissions or ambiguities; and,
- May direct questions or seek additional information **on** or **before** the Proponent's Deadline to Submit Questions to OEEM.

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM's OTP inbox.

In answering a Proponent's questions, OECM will set out the question, without identifying the Proponent that submitted the question and OECM may, in its sole discretion:

Edit the question for clarity;

Exclude questions that are either unclear or inappropriate; and,

Answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

To ensure the Proponent clearly understands issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer documents. Refer to Section 4.1.1 for timelines.

OECM is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification, by submitting questions to OECM through OTP, on any matter it considers to be unclear. OECM shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission or ambiguity, as set out in Section 4.2.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

If appropriate, OECM will then clarify the matter for the benefit of all Proponents.

The Proponent shall not:

After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and,

Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this Section.

If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda on OTP. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on OECM.

Such addenda may contain important information including significant changes to this RFP. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all of the information documents that are issued on OTP.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

The Proponent shall submit its Proposal through OTP at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

The Proponent should contact OTP customer support if it experiences technical difficulties or to seek support about the use of OTP via:

- Email at eTenderhelp_CA@bravosolution.com; or,
- By phone at 866-722-7390.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 4.1.1 and on OTP.

The Proponent is strongly encouraged to become familiar with the use of OTP well in advance of the Closing Date.

The Proponent will not be able to submit a Proposal **after** the Closing Date, as OTP will close the access to the RFP on the Closing Date.

A Proposal sent by, email, facsimile, mail and/or any other means other than stated in this RFP shall **not** be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

4.3.2 Proposal Submission Requirements

The Proposal should be submitted in accordance with the instructions set out on OTP and in this RFP as set out below.

- **Qualification Response must include:**
 - Appendix B – Form of Offer **completed within** OTP;
 - Appendix F – Consortium Information Form (if applicable) **completed within** OTP; and
 - Appendix G – Compliance with Agreement completed and **uploaded to** OTP.
- **Technical Response should include:**
 - Appendix E – Technical Response **completed within** OTP.
- **References:**
 - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
 - Appendix C – Commercial Response completed and **uploaded to** OTP.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;

Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;

Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Evaluation Stage II - Technical Response Refer to Section 3.3; and,

The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.12 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Every Proposal received will be date/time stamped by OTP.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Closing Date.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by deleting its submission on OTP **before** the Closing Date.

4.3.6 Amendment of Proposal on OTP

A Proponent may amend its Proposal after submission through OTP, but only if the Proposal is amended and resubmitted **before** the Closing Date.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to OECM or its Clients at no additional charge. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proposals Retained by OECM

All Proposals submitted by the Closing Date shall become the property of OECM and will not be returned to the Proponent.

4.3.9 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept the terms and conditions contained in this RFP, and all of the representations, terms, and conditions contained in its Proposal.

4.3.10 Amendments to RFP

Subject to Section 4.1.1 and Section 4.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

4.3.11 Proposals will not be Opened Publicly

The Proponent is advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Closing Date.

4.3.12 Clarification of Proposals

OECM shall have the right at any time after the Closing Date to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

OECM will exercise this right in a similar manner for all Proponents who, in the opinion of OECM, make an unintentional error of form in its Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by OECM from a Proponent in response to a request for clarification from OECM may be considered, if accepted, to form an integral part of the Proposal, at OECM's sole and absolute discretion.

OECM shall not be obliged to seek clarification of any aspect of any Proposal.

4.3.13 Verification of Information

OECM shall have the right, in its sole discretion, to:

Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECEM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Response; and,

Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECEM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECEM and the Proponent shall each bear its own costs in connection with access to each other's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to OECEM verifying such information, including references.

4.3.14 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria as set out in Part 3 will form a part of the evaluation process.

4.3.15 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proposal.

4.3.16 Exclusivity of Contract

The Agreement, if any, with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.17 Substantial Compliance

OECEM shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.18 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of OECEM.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, OECEM shall be entitled to take all reasonable steps as may be deemed necessary by OECEM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

OECEM reserves the right to accept or reject any Proposals in whole or in part; to waive irregularities and omissions, if doing so is in the best interests of OECEM and its Clients.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP with negotiated changes, if any, and satisfy any other applicable conditions of this RFP within twenty (20) days of invitation to enter into negotiations. This provision is solely to the benefit of OECEM and may be waived by OECEM at its sole discretion.

If the Preferred Proponent and OECEM cannot execute the Agreement within the allotted twenty (20) days, OECEM will be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Preferred Proponent.

4.4.2 Failure to Execute an Agreement

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) days to execute the Agreement.

If the Preferred Proponent cannot execute the Agreement within the allotted timeframe, OECM may rescind the invitation to execution and Agreement.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

4.4.3 Notification to Other Proponents

Once the Agreement is executed, other Proponents will be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.4.4 Agreement

If an Agreement is subsequently negotiated and awarded to a Preferred Proponent as a result of this RFP process;

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- May include, but not be limited to, the general Agreement terms contained in Appendix A.

4.4.5 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.6 Bid Dispute Resolution

In the event that the Proponent wishes to review the decision of OECM in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to OECM within ten (10) days from such a debriefing.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing should include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and,
- The Proponent's requested remedy.

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner. OECM will engage an independent and impartial third party should the need arise

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- Must be returned to OECM upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, OECM shall treat the Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

During any part of this RFP process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP because OECM has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proposal.

If a portion of a Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;

Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,

Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

OECM reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to OECM.

4.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by the Proponent. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Clients. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, the Proponent agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and
- Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of OECM or Clients, including but not limited to, logos, registered trademarks, or trade names of OECM or Clients, at any time without the prior written approval of OECM and the respective Client.

4.5.10 Disqualification for Misrepresentation

OECM may disqualify the Proponent or rescind an Agreement subsequently entered if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.11 References and Past Performance

The evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance with OECM and/or its Clients.

4.5.12 Cancellation

OECM may cancel or amend the RFP process without liability at any time.

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OECM reserves the right to:

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - o Bankruptcy or insolvency;
 - o False declarations;
 - o Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - o Final judgments in respect of serious crimes or other serious offence; or,
 - o Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (k) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (l) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (n) Reject a Subcontractor proposed by a Proponent within a consortium;
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (p) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,

- the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
- the Proposal prices exceed the funds available for the Services, or,
- the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- (q) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (r) Accept any Proposal in whole or in part;
- (s) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Agreement; or,
- (t) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Clients or is otherwise engaged in a dispute with OECM and/or its Clients.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECM shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from OECM exercising any of its express or implied rights under this RFP.

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information set out under (d) and (e) in the manner contemplated in those subparagraphs.

4.6.2 Rights of OECM –Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within allotted time from being notified, OECM may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

OECM may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and,
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFP, OECM's liability to the Proponent, and the aggregate amount of damages recoverable against OECM for

any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of OEEM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OEEM can demonstrate. In no event shall OEEM be liable to the Proponent for any breach of OEEM's obligations pursuant to this RFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during this RFP process without the prior written consent of OEEM. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during this RFP process.

4.6.7 Governing Law

The terms and conditions in this Part 4:

Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,

Are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Appendix A – Form of Agreement is posted as a separate PDF file in OTP.

APPENDIX B – FORM OF OFFER

Appendix B – Form of Offer, contained in OTP, must be completed within OTP.

APPENDIX C – COMMERCIAL RESPONSE

Appendix C – Commercial Response, posted as a separate file on OTP, must be completed and uploaded into OTP.

APPENDIX D – REFERENCE FORM

Appendix D – References contained in OTP, must be completed within OTP.

APPENDIX E – TECHNICAL RESPONSE

Appendix E – Technical Response, contained in OTP, must be completed within OTP.

APPENDIX F – CONSORTIUM INFORMATION FORM

Appendix F – Consortium Information Form, contained in OTP, must be completed within OTP.

APPENDIX G – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Proponent's Name]

The Proponent **must** complete and upload this Appendix into OTP along with its Proposal.

For each article/section of the Agreement listed, the Proponent should set out whether or not the Proponent has read and understood that article/section and whether or not the Proponent is prepared to agree to that article/section as written by entering **Yes** or **No** in the appropriate column of the following table.

If the Proponent is not prepared to agree to any article/section as written in Appendix A – Form of Agreement, the Proponent is required to describe its concern with that article/section and indicate the types of changes that Proponent would seek to that article/section.

By asking the Proponent to set out its concerns with any proposed changes to the Agreement, OECM is **not** agreeing to make any such change. The information provided is being used by OECM to assess the Proponent's willingness to accept the provisions of the Agreement and identify the terms and conditions applicable to limited negotiations.

OECM, however, reserves the right **not** to negotiate any of the issues or limitation specified by the Proponent in its Appendix G compliance table.

OECM's intention is **not** to take part in protracted negotiations on the Agreement.

Please refer to the RFP Section 1.18 (Definitions - for a definition of Agreement), Section 1.4 (Type of Agreement for Deliverables), and Section 3.9 (Agreement Finalization).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				
Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
Article 3 – Performance by Supplier					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with disabilities Act</i>				
Article 4 – Payment for Performance and Audit					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
4.07	Payment of Taxes and Duties				
4.08	OECM Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				
Article 5-Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 – Intellectual Property and Use of OECM or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OECM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
Article 7 – Indemnity and Insurance					
7.01	Supplier Indemnity and Release				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				

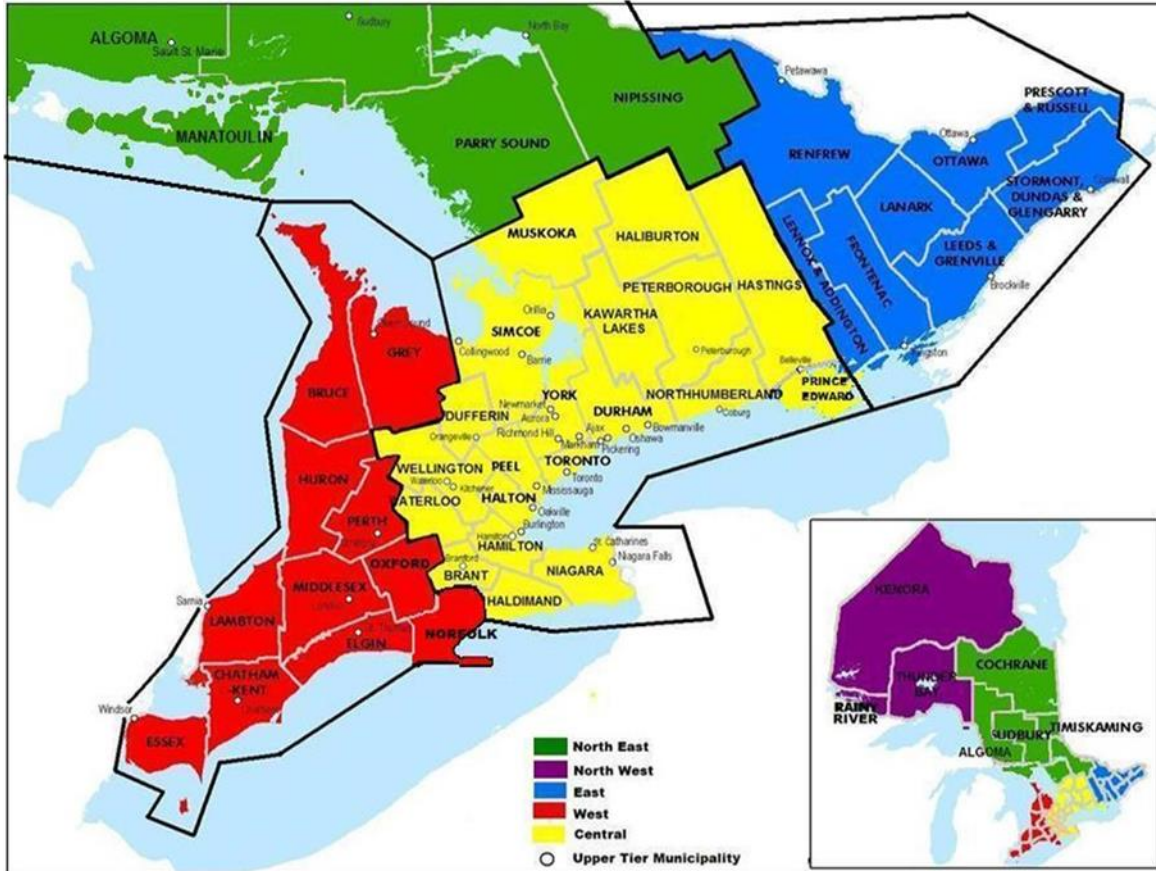
Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
Schedule 1 (Resources, Supplementary Provisions, and Rates)					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Supplier's Performance Management Scorecard		N/A	N/A	N/A	N/A
Schedule 2 (Client-Supplier Agreement)					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					
Article 4 – Term of CSA					
Article 5 – Resources, Rates and Payment Process					
Article 6 – Rates and Payment					
Article 7 – Insurance					
Article 8 – Notices					
Article 9 – Termination					
9.1	Termination by Either Party				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
Article 10 – Publicity					
Article 11 – Legal Relationship Between Client, Supplier and Third-Parties					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
12.7	Harassment and Assault				
APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS		N/A	N/A	N/A	N/A
APPENDIX B – RATES		N/A	N/A	N/A	N/A
APPENDIX C – CLIENT'S POLICIES AND GUIDELINES		N/A	N/A	N/A	N/A

APPENDIX H – GEOGRAPHICAL ZONES

Clients in the Province of Ontario supported by OEMC agreements are located in the following five (5) geographical Zones.

National Capital Region is located in the East zone.



APPENDIX I – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

To ensure Agreement requirements are met, the Supplier’s performance will be measured and tracked by OECM to ensure:

- On time delivery of high quality Resources at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement on Resources.

During the Term, the Supplier shall collect and report the agreed upon SLA as requested by OECM (but not exceeding quarterly reporting). The Supplier Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Agreement, ensuring Clients receive quality Resources. The Supplier’s performance score will be considered when OECM contemplates Agreement activities such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Agreement;
- Agreement extensions; and,
- Agreement terminations.

Detailed KPIs and SLAs will be established and agreed upon at the Agreement finalization stage between OECM and the Preferred Proponent.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements.

Client may, when executing a CSA, seek other KPIs and SLAs.

During the quarterly business review, OECM will review the KPIs with the Supplier. The KPIs may include but are not limited to the following:

Client-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Client Satisfaction – Client ratings for Service	High level of satisfaction from annual Client survey	98% satisfaction level
Client Issues – Number of Client complaints	Total of Client complaints annually out of total Client requests	Client complaints are less than 2% of total Client requests
Accurate Invoicing	Number of Invoicing errors annually	98% accuracy
Account Executive Response Time	Response time of less than 1 Business Day	98% of the time

OECM-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
On time Spend Report Submissions	On time	98% of the time
On time CSA Status reports Submissions	On time	98% of the time
Executed CSAs receiving within 30 days of execution	On time	98% of the time
On time payment remittance	Day of	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

Other KPIs, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Agreement.